

Bailey
To
Glover.

This Indenture made and entered into this 28th day of September in the year of our Lord one thousand Eight hundred and thirty one Between Isaac Bailey of or, of the first part Benjamin L. Driver of the same part and Benjamin R. Glover of the third part, the said Isaac Bailey, son of the said Benjamin L. Driver both being of the County of Northampton and the said Benjamin R. Glover of the County of Sussex and all of the State of Virginia: Witnesseth that whereas the said Benjamin R. Glover stands security and bound for the said Isaac Bailey to satisfy several debts due to Thomas D. Heath as Executor of Thomas D. Heath the estate of Walter a Priestly dec'd to Joseph Smith and to Joseph Patton and others and whereas the said Isaac Bailey stands indebted personally to the said Benjamin R. Glover on bond and open account in the sum of Twenty dollars it is agreed between the said Isaac Bailey and Benjamin R. Glover that a conveyance in Trust shall be made unto the said Benjamin L. Driver for the benefit of the said Benjamin R. Glover in Trust that the aforesaid sum of money be not paid and fully discharged by the said Isaac Bailey so soon as it be demanded by the legal authority to do so. Now this Indenture Witnesseth that the said Isaac Bailey for, in consideration of the promises aforesaid hath granted bargain and made over and by these presents doth grant bargain make over and deliver unto the said Benjamin L. Driver All his Copy of Court solden shucks cotton and peas which he has now growing also three Cows and a calf To have and to hold to the said Benjamin L. Driver his heirs Executors in Trust nevertheless and upon this express Condition that if the said Isaac Bailey his heirs Executors shall fully discharge all the above said demands. The said Indenture shall cease determine and end. But it is covenanted and agreed between the parties aforesaid and it is hereby declared to be the intent of this presents and the said Isaac Bailey (for) agrees that in case he his heirs Executors shall fail to pay the sums aforesaid when demanded and to indemnify and save harmless the said Glover his heirs Executors from sustaining any loss therein that then the said Benjamin L. Driver the Trustee aforesaid if required so to do by the said Benjamin R. Glover shall sell at public sale for cash Virginia money by giving ten days previous notice at some public place of the time place of the said sale the aforesaid property and pay the said Benjamin R. Glover a sufficient money to discharge the aforesaid debt and costs if any there be incurred or to his heirs Executors and pay the surplus if any unto the hands of the said Isaac Bailey his heirs Executors any thing herein contained to the contrary notwithstanding and the parties do covenant and agree with each other by these presents that they will adhere to comply with and carry the present indenture according to the intent thereof in all matters. Witnesseth whereof the parties aforesaid have put at their hands and seals the day before first above written

Isaac Bailey (Seal)
Benjamin L. Driver (Seal)
Benjamin R. Glover (Seal)

Done and delivered
in presence of

Northampton County In the Clerk's Office the 17th day of October 1831
This Indenture was acknowledged by Isaac Bailey, Benjamin L. Driver and Benjamin R. Glover the parties thereto & attested to record And at a Court held for the County aforesaid the 2nd day of November 1831 The said Indenture was entered upon the records of the day
Attest Thomas Rockwell, Clerk